

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>MRI SOFTWARE, LLC.,</b>	)	<b>CASE NO.1:12CV1082</b>
	)	
<b>Plaintiff,</b>	)	<b>JUDGE CHRISTOPHER A. BOYKO</b>
	)	
<b>Vs.</b>	)	
	)	
<b>LYNX SYSTEMS, INC., ET AL.,</b>	)	<b><u>OPINION AND ORDER</u></b>
	)	
<b>Defendant.</b>	)	

**CHRISTOPHER A. BOYKO, J:**

In light of the Motions, Briefs, Replies and oral arguments the Court, upon reconsideration, finds that under the unambiguous provisions of Section 10.7 of the 2002 Agreement, the one-year limitation clause is not absurd and is enforceable. The Court further finds it applies to both claims and counterclaims. Opinion to follow.

The Court further denies both Motions for Sanctions and corresponding Motions in Limine regarding MRI's failure to timely produce the five source codes and spreadsheet.

IT IS SO ORDERED.

s/ Christopher A. Boyko  
CHRISTOPHER A. BOYKO  
United States District Judge

Dated: November 23, 2016